



Amendment No. 1
To
Contract No. NA180000126
For
Bird Control Services
Between
Power Pest Corp.
dba Texas Bird Services
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 14, 2021 through May 13, 2022. One option will remain.
- 2.0 The total contract amount is increased by \$93,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/14/2018 – 05/13/2021	\$279,000.00	\$279,000.00
Amendment No. 1: Option 1 – Extension 05/14/2021 – 05/13/2022	\$93,000.00	\$372,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Rodney G. Beaman 5.10.21

Printed Name: Rodney G. Beaman, President
Authorized Representative

Power Pest Corp.
dba Texas Bird Services
4621 South Cooper, Suite 131-211
Arlington, Texas 76017
(888) 839-2473
rodneyb@texasbirdservices.com

Matthew
Duree

Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Digitally signed by
Matthew Duree
Date: 2021.05.10
09:49:02 -05'00'



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

May 14, 2018

Power Pest Corp., dba Texas Bird Services
Rodney Beaman
President
4621 S. Cooper Ste. 131-211
Arlington, TX 76017
rodneyb@texasbirdservices.com

Dear Mr. Beaman:

The Austin City Council approved the execution of a contract with your company for bird control services in accordance with the referenced solicitation.

Responsible Department:	FSD
Department Contact Person:	Bryan Helford
Department Contact Email Address:	bryan.helford@austintexas.gov
Department Contact Telephone:	512-404-4311
Project Name:	Bird Control Services
Contractor Name:	Power Pest Corp. dba Texas Bird Services
Contract Number:	MA 8200 NA180000126
Contract Period:	3 Years
Dollar Amount	\$279,000 Initial Term
Extension Options:	2 One-Year Options of \$93,000 Each
Requisition Number:	RQM 8200 18011000191
Solicitation Type & Number:	IFB 8200 MMO0126
Agenda Item Number:	34
Council Approval Date:	May 10, 2018

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Marian Moore
Procurement Specialist III
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
POWER PEST CORP. DBA TEXAS BIRD SERVICES ("Contractor")
FOR
BIRD CONTROL SERVICES
MA 8200 NA180000126**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Power Pest Corp. dba Texas Bird Services having offices at 4621 S. Cooper, Suite 131-211, Arlington, TX 76017 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 8200 MMO0126.

1.1 This Contract is composed of the following documents:

1.1.1 This document

1.1.2 The City's Solicitation, Invitation for Bid (IFB), MMO0126 including all documents incorporated by reference

1.1.3 Power Pest Corp. dba Texas Bird Services' Offer, dated February 12, 2018, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This document

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of three (3) years and may be extended thereafter for up to two (2) additional one (1) year extension option(s), subject to the approval of the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$279,000 for the initial Contract term and \$93,000 for each extension option in accordance with the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

POWER PEST CORP. DBA TEXAS BIRD SERVICES



Signature

Rodney Beaman

Printed Name of Authorized Person

President

Title

05/11/2018

Date

CITY OF AUSTIN



Signature

Marian Moore

Printed Name of Authorized Person

Procurement Specialist III

Title

5/14/18

Date



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: IFB 8200 MMO0126

DATE ISSUED: January 22, 2018

REQUISITION NO.: 18011000191

COMMODITY CODE: 91059

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Marian Moore
Procurement Specialist III
Phone: (512) 974-2062
E-Mail: marian.moore@austintexas.gov

Erika Larsen
Procurement Specialist II
Phone: (512) 974-3127
E-Mail: erika.larsen@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Bird Control Services

PRE-BID CONFERENCE TIME AND DATE:
January 29, 2018 at 10:00 AM CST

LOCATION: Convention Center Administrative Offices, Conference
Room, 500 E. Cesar Chavez, Austin, TX 78701

BID DUE PRIOR TO: 2:00 PM CST on February 15, 2018

BID OPENING TIME AND DATE: 3:00 PM CST on February 15, 2018

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

**For information on how to attend the Bid Opening online, please select
this link:**

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # IFB 8200 MMO0126	Purchasing Office-Response Enclosed for Solicitation # IFB 8200 MMO0126
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the
responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to
the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer
arriving on time. See Section 0200 for additional solicitation instructions.**

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

**The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with
the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.**

SUBMIT 1 ORIGINAL, AND 1 ELECTRONIC COPY (FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	12
0600	BID SHEET – Complete & return	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete & return	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete & return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete & return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete & return if applicable	3
ATTACHMENT A	BUILDING SERVICES DEPARTMENT LOCATIONS	3
ATTACHMENT B	ACCD – SERVICE ZONES	10

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: **Power Pest Corp., d.b.a. TEXAS BIRD SERVICES**

Company Address: **4621 S. Cooper, Suite 131-211**

City, State, Zip: **Arlington, TX 76017**

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: **Arrington Davis**

Title: **Regional Manager**

Signature of Officer or Authorized Representative: _____

Date: **2/12/2018**

Email Address: **arrington@texasbirdservices.com**

Phone Number: **(888) 839.2473**

*** Completed Bid Sheet, section 0600 must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office one (1) week prior to solicitation due date to marian.moore@austintexas.gov.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

Department	Austin Convention Center
Attn:	Accounts Payable

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Address	500 East Cesar Chavez
City, State Zip Code	Austin, TX 78701

- B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

7. LIVING WAGES:

The City's Living Wage Program, Rule R161-17.14, is located at:
<http://www.austintexas.gov/edims/document.cfm?id=277854>

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.

- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

9. ACCD CONTRACTOR AND SUBCONTRACTOR FACILITY ACCESS REQUIREMENTS:

- A. Authorized ID and access to those acting as a Contractor or Contractor's Subcontractor who are providing services at Austin Convention Center Department (ACCD) must adhere to the security requirements defined below. Violation of the applicable requirements below may result in the Contractor or its Subcontractor to be removed from ACCD facility or property.
- B. Other than ACCD and in-house contractor employees, and unless other arrangements are made with the Contract Manager, persons conducting business with Austin Convention Center (ACC) are required to enter through the service entrance at the pedestrian gate on Red River St. and check-in at the Security Check-In inside the service yard or with the Security Control Center. Persons arriving at ACC may also enter through the Administrative Offices entrance on Cesar Chavez Street. Persons conducting business with Palmer Events Center (PEC) are required to enter through the garage service entrance and check-in with the PEC Security Control Office or PEC Administrative Offices. Any other means of access entry into the facilities are unauthorized.
- C. Contractors, Contractor's Subcontractors or others who are providing services at ACCD shall be issued Temporary Badge/Access, which may be an ACCD Photo or Non-Photo ID Badge.
- D. All persons not directly escorted by an ACCD employee must clearly display an access/ID device while on ACCD facility premises.
- E. Use of ACCD access/ID devices to access any part of ACCD facilities for non-business purposes (events, shows, etc.) is prohibited.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- F. Any ACCD employee may check an individual's status or contact Security Control Center whenever observing person(s) in non-public areas of ACCD facilities who are not being directly escorted by an ACCD employee or who are not displaying any required access/ID devices.
 - G. Restricted areas of the facility with signs stating "Authorized Personnel Only" are off limits to all persons except those authorized.
 - H. Unless authorized by ACCD Management, exterior access into ACCD facilities using keys is prohibited.
 - I. Under no circumstances shall any person issued an access/ID device, allow another person entry into any ACCD facility using their access/ID device. This includes "piggy-backing" through access doors or gates. Any person with an ACCD ID badge or access device who allows another person to enter using their access privileges should bring the person directly to the Security Control Center to be checked-in.
 - J. Due to security and safety concerns, Contractors and Contractor's Subcontractors conducting business at ACCD, are not allowed to walk through the open service yard vehicle gates to enter or exit the service yards. Entry and exit should be by way of the designated pedestrian gates and walkway using appropriate access/ID devices and check-in procedures.
 - K. Pedestrian traffic through ACCD's service yards and exhibit halls is restricted to authorized persons during event/show move-in and move-outs. Children under seventeen (17) are prohibited from ACCD service yards and exhibit halls during move-in and move-outs.
 - L. During periods where there is no move-in or move-out traffic in the service yards, only persons with legitimate business needs are allowed into the service yards.
 - M. Temporary badge/access devices issued to contractors, subcontractors or temporary workers must be returned to the Security Control Center at the completion of the ACCD work assignment. Non-photo temporary badges must be returned at the end of the employees work shift/assignment. Failure to return temporary badges/access devices at the completion of work assignments may lead to future ACCD facility access restrictions.
10. **ECONOMIC PRICE ADJUSTMENT:**
- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
 - B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
 - C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU201S000300000A (B)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Total compensation for Private industry workers in Service-providing, service occupations, 12 month percent change	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

11. **INTERLOCAL PURCHASING AGREEMENTS:**

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

through an interlocal cooperative agreement.

12. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Bryan Helford

Email: Bryan.Helford@austintexas.gov

Phone: (512) 404-4311

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
BIRD CONTROL SERVICES
SOLICITATION NO.: IFB 8200 MMO0126**

1.0 PURPOSE

The City of Austin (City) seeks to establish a contract with a qualified Vendor ("Contractor") who has proven experience in providing migratory and stationary bird control services as well as bird and bat removal services. The goal of this Contract is to reduce the number of birds roosting within the specified service areas in order to minimize bird residue and odor at City facilities operated by the Austin Convention Center Department (ACCD) and Building Services Department (BSD). ACCD facilities requiring regular monthly services include the Austin Convention Center (ACC) and the Palmer Events Center (PEC). BSD facilities require as-needed services and are outlined in Attachment A. The City reserves the right to add or remove other departments or facilities as required and acknowledges that effective methods may vary for those facilities added to the contract.

It is the intention of this scope of work to detail complete bird control services of the type described, with all necessary, applicable, components delivered, included, and ready for full use. All items or services omitted from the scope of work which are clearly necessary for this service shall be considered a requirement although not directly specified or called for herein.

2.0 BACKGROUND

ACCD's migratory bird control program has experienced varying levels of success. Based on historical data, ACCD anticipates a successful migratory bird control program to include a minimum of two technicians for two hours each visit, 365 days a year (comprising of at least 120 labor hours per month). Successful programs have consisted of technicians typically arriving just before sunset (or sunrise, when necessary) and using handheld avian control lasers to push the migratory birds from one end of the service zone and out the other. In ACCD's experience, for this method (lazing) to be effective it must be done every day, including weekends, holidays, and in inclement weather. During the height of migration season (usually two – four weeks during migration season when the bird activity is heaviest), to be successful, service typically needs to increase to twice a day (once at sunrise and again at sunset) and the number of technicians per visit may also need to increase. The main goal with lazng is to prevent the birds from roosting overnight or getting comfortable and nesting permanently. With new flocks coming in regularly and old flocks testing the area regularly, lazng of the entire service area will be required daily.

Migration season for the Austin/Central Texas area is typically September through November and March through May. The weather heavily affects these migration patterns. If the City experiences a warmer than normal winter or a cooler than normal summer, the birds may stay in Central Texas instead of continuing their migration. A successful Contractor will need to adjust the service schedule based on migratory patterns.

Historically, the trap and release program at ACCD has focused on pigeons. The traps are placed on the roof of ACCD buildings and parking garages (10 traps total, can be adjusted to more or fewer as necessary). On average, the City has caught between 5-40 pigeons in a single week.

On rare occasions (once in the last 10 years) a bat will make its way into a building and ACCD will require bat removal services. ACCD has had bat exclusion work done on a few areas of the Palmer Events Center parking garage but for the most part ACCD does not interfere with bats.

3.0 CONTRACTOR QUALIFICATIONS

**CITY OF AUSTIN
SCOPE OF WORK
BIRD CONTROL SERVICES
SOLICITATION NO.: IFB 8200 MMO0126**

- 3.1 The Contractor shall be licensed by the Texas Structural Pest Control Board of Texas. The Contractor shall maintain its license throughout the term of the Contract. The Contractor shall provide a copy of the license within five (5) business days of request by the City.
- 3.2. The Contractor shall have a minimum of five (5) continuous years of experience in migratory and stationary bird control as well as with bird and bat removal services in similar size and scope described herein. Experience shall have been between 2012 and 2017.

4.0 CONTRACTOR'S RESPONSIBILITIES

4.1 General

- 4.1.1 The Contractor shall provide all tools, labor, and equipment necessary to perform the services required in this Scope of Work. Any costs associated with meeting this requirement shall be included in the cost of the bid and not charged separately. All invoice pricing shall be in accordance with the Section 0600, Bid Sheet.
- 4.1.2 The Contractor shall maintain and operate a full time, permanent business address with the ability to be reached by email and telephone.
- 4.1.3 The Contractor shall perform all services included in this Scope of Work in a safe manner and shall comply with all applicable City of Austin, State of Texas, and any Federal guidelines or regulations as they relate to these services.
- 4.1.4 Serviceable areas under this contract shall only include designated areas owned by the City of Austin ACCD, BSD and any additional City facilities and rights of way identified in the Contract. Under no circumstances shall the Contractor provide services under this Contract for non-City, private/business-owned properties.
- 4.1.5 The Contractor shall use City-approved methods for services provided under this Contract. Under no circumstances shall the Contractor utilize methods which are not approved by the City or are lethal or harmful to animals.
- 4.1.6 The City reserves the right to terminate the Contract at any time in the event the Contractor is found to be using methods which are not approved or are lethal or harmful to animals.
- 4.1.7 City-approved methods for providing services under this Contract:
- Trap and release (for stationary bird control)
 - Laser dispersal (required method of migratory bird control)
 - Bird netting, spikes (plastic or wire), spring wire, slopes (on an as needed basis)
 - One-way exit devices and exclusion work (on an as needed basis for bats)
- 4.1.8 The Contractor shall provide bids on the Section 0600, Bid Sheet, Item 1 for the required method utilizing laser dispersal.

**CITY OF AUSTIN
SCOPE OF WORK
BIRD CONTROL SERVICES
SOLICITATION NO.: IFB 8200 MMO0126**

4.1.9 Due to the Facility's close proximity to hotels and personal residences or previously failed utilization of specific methods, the Contractor shall not utilize the following methods:

- Visual deterrents that are not handheld/portable (fake predators, mirrored repellant disks, flash tape, etc.)
- Audio deterrents (predator sounds)
- Fog dispersal other than the existing Bird B Gone hazer systems.

4.1.10 Due to changes in technology, changes in bird patterns, or industry-approved methods, the Contractor may submit a request to use an alternative method other than the City-approved method.

4.1.10.1 The Contractor shall submit a written request (email is acceptable) to the Contractor Manager in order to change the allowable methods for services under this Contract. Included in the Contractor's request, the Contractor shall provide:

4.1.10.1.1 References (at a minimum, three (3) references of current or previous customers) in which the alternative method was deployed. The City reserves the right to contact these customers to verify the Contractor's experience and success with the alternative method.

4.1.10.1.2 The length of time Contractor will need to implement the change (lead time to obtain all necessary materials and schedule implementation).

4.1.10.1.3 A means to measure the effectiveness of the alternative method after deployment.

4.1.10.1.4 The length of time after deployment the effectiveness of the alternative method will be measurable.

4.1.10.1.5 All associated costs for any alternate methods shall be in accordance with the prices in Section 0600.

4.1.10.2 The Contract Manager, or designee, will review the request within 7 working days and if in agreement, will issue a written notice to proceed.

4.1.10.2.1 Upon receipt of the notice to proceed, the Contractor shall acknowledge receipt by sending an email to the Contract Manager within 24 hours. The Contractor and Contract Manager will schedule a date and time for the alternative method to begin.

4.1.10.2.2 If the Contract Manager does not agree with the alternative method, the Contract Manager will contact the Contractor to discuss and resolve. Once in verbal agreement, the Contractor shall re-submit a revised request for review within twenty-four (24) hours for approval by the Contract Manager.

**CITY OF AUSTIN
SCOPE OF WORK
BIRD CONTROL SERVICES
SOLICITATION NO.: IFB 8200 MMO0126**

4.1.10.2.2.1 If, after deploying the alternative method, the Contract Manager determines that the alternative method is not effective, the Contractor shall (at the Contract Manager's request) either revert to the prior method, or provide a written request for another alternative method.

4.1.10.2.3 Under no circumstances shall the Contractor change methods without prior written approval from the Contract Manager.

- 4.1.11 Within 10 business days after Contract effective date or other mutually agreed upon time, the Contractor shall meet with the Contract Manager. At this meeting, a service schedule shall be finalized. The service schedule will include requirements for the Contractor to perform bird trap checks every 3 calendar days at minimum. The Contractor shall perform migratory control (lasing) at a minimum of 7 days a week, 365 days a year unless arrangements for alternate service schedule are made and approved of by the City's Contract Manager in advance.
- 4.1.12 The Contractor may revise the service schedule on an as-needed basis due to events and activities taking place within the original treatment area and locations, changes to the treatment area, and/or the population of birds within the treatment area. Under no circumstances shall the Contractor adjust or change the service schedule without prior written (email is acceptable) approval from the Contract Manager.
- 4.1.13 The Contractor understands and agrees that the scheduling of events at ACCD takes precedence over any other schedule(s) agreed to by ACCD and the Contractor. The Contractor shall not hold ACCD or the City liable, financially or otherwise, if an adjustment in the events schedule at ACCD requires ACCD to reschedule services with the Contractor. ACCD will make every reasonable effort to immediately notify the Contractor of changes in ACCD's schedule of events which may have an impact on any other schedule agreed to by ACCD and the Contractor.
- 4.1.14 Upon completion of all services under this Contract, the Contractor shall self-certify that the work was completed by submitting a signed service ticket with each invoice. Each service ticket shall include:
- 4.1.14.2 a detailed description of the services provided outlining all services performed on each day with specific actions taken and a list of methods
 - 4.1.14.3 the date(s) of service
 - 4.1.14.4 time in and time out
 - 4.1.14.5 the location of the services
- 4.1.15 All work is subject to review, inspection, and acceptance by the Contract Manager or designee. If Contractor submits to the City false, doctored, or altered documentation, including but not limited to service tickets, certifications or licenses, the City reserves the right to terminate the Contract.
- 4.1.16 The Contractor shall provide call-back services upon the Contract Manager's request. A call-back is defined as requiring the Contractor to provide services prior to or between routine maintenance due to Contractor's incomplete/inadequate service, or to address

**CITY OF AUSTIN
SCOPE OF WORK
BIRD CONTROL SERVICES
SOLICITATION NO.: IFB 8200 MMO0126**

a concern or an event that was not realized during routine maintenance, when treatment was not provided during a prior service call, or other related unscheduled services.

- 4.1.16.1 A need for call-back services shall be determined by the City's Contract Manager and shall be available 24 hours, 7 days a week, 365 days a year. Call-backs shall be included in the monthly fee for migratory and stationary bird control services and shall not be billed separately.
- 4.1.16.2 The Contractor shall maintain a complete and orderly report of all call-backs and submit it to the Contract Manager on a monthly basis. These reports shall indicate the time, date, services requested, and a description of services completed at time of the call-back. The report may be provided electronically or as a hard-copy written report.
- 4.1.16.3 The Contractor shall respond within an hour to any call-back requests and be on-site within four (4) hours or as directed by the Contract Manager. The response time shall begin from the time a request is made by the Contract Manager or designee to the time the Contractor arrives to the requested location. The Contractor shall call the Contract Manager or designee within 30 minutes prior to arrival at the requested location.
- 4.1.17 The Contractor shall keep the Contract Manager advised of any developments relating to the performance of this Contract including changes in bird/bat behavior, migratory patterns, weather influences and the anticipated service action plan for the next quarter. The Contractor shall submit written quarterly updates by the 5th of every January, April, July, and October.
- 4.1.18 Upon request, the Contractor shall provide information about the services performed to the Austin Convention Center's Information Office. This information will be used in press release statements/explanation of services by ACCD's Information Offices.
- 4.1.19 The Contractor's vehicle(s) used during the execution of this Contract shall be clearly marked with signs or decals and equipped with flashing hazard lights when in use for Contract purposes.
- 4.1.20 The Contractor shall furnish each of its employees with proper identification. Identification shall include the Contractor name and employee name. Contractor employees and shall wear the identification on the outer garment at all times while performing services covered by this Contract.
- 4.1.21 The Contractor shall take prudent protection manners at all times to not damage any existing finishes, paint/coating, landscaping or other plant, property, or equipment. When in doubt about a potential risk for property damage, the Contractor shall contact the Contract Manager prior to taking a particular action.
- 4.1.22 The Contractor shall be responsible for any and all damage to City equipment or property as a direct result of Contractor and/or Contractor's subcontractor's actions or equipment.

**CITY OF AUSTIN
SCOPE OF WORK
BIRD CONTROL SERVICES
SOLICITATION NO.: IFB 8200 MMO0126**

- 4.1.22.1 The Contractor shall immediately inform the Contract Manager of any damage to property. The Contractor shall be fully responsible for any costs associated with the repair or replacement of damaged items, surfaces or areas, with no expense to the City.
- 4.1.22.2 The City, at its sole discretion, may require the Contractor to make repairs or replace damaged items. The City may elect to make the repairs or replacements of damaged property and deduct the cost from any payments owed to Contractor or to recover repair or replacement costs if no payments are owed.

4.2 Monthly Services

- 4.2.1. The Contractor shall invoice the City monthly for regularly scheduled services in accordance with the Section 0600, Bid Sheet. The Contractor shall invoice ACCD facilities as one monthly fee to ACCD Accounts Payable and BSD facilities on an as-needed basis to BSD Accounts Payable as indicated in Section 0400, Supplemental Purchase Provisions.

- 4.2.2. **Migratory Bird Control Services** (Section 0600, Item 1): The Contractor shall provide services to abate and control the population of migratory birds. Migratory birds (mostly grackles and starlings) migrate with the change of season. During migration, these birds roost in large populations in trees and other landscape features.

- 4.2.2.1. The service area for migratory bird control shall consist of the following boundaries.

Austin Convention Center Department facility boundaries include:

- 4.2.2.1.1 Austin Convention Center ("ACC"); located at 500 East Cesar Chavez, Austin Texas 78701:

- 4.2.2.1.1.1. North Boundary is 6th Street
- 4.2.2.1.1.2. South Boundary is Cesar Chavez
- 4.2.2.1.1.3. East Boundary is Red River (inclusive of ACCD's 5th Street parking garage, Trask House, and Castleman-Bull House)
- 4.2.2.1.1.4. West Boundary is Congress Ave

- 4.2.2.1.2 Palmer Event's Center (including the PEC facility, PEC parking garage, PEC service yard and PEC lawn space); located at 900 Barton Springs Road, Austin, Texas 78704.

- 4.2.2.1.3 The City reserves the right to adjust or change the boundaries on this list. The City shall have the final and sole authority in determining when and how the boundaries are changed.

- 4.2.2.2. The Contractor shall provide ongoing monitoring to ensure the bird population does not re-establish and to control the population of birds in the specified service area. The Contractor shall use the highest level of bird control services

**CITY OF AUSTIN
SCOPE OF WORK
BIRD CONTROL SERVICES
SOLICITATION NO.: IFB 8200 MMO0126**

to ensure the number of birds roosting within the service area remains small enough that bird residue and odor are minimized. In the event the City must increase the frequency of power washing building exteriors due to an increase in residue or odor, the City may deem the Contractor's performance unsatisfactory.

- 4.2.2.3. Upon the Contract Manager's request, the Contractor shall remove bird nests in accordance with applicable federal, state and local laws and regulations.
 - 4.2.2.4. The Contractor shall modify service hours to respond to migratory bird patterns and seasons. For the purposes of this Contract, working hours shall be defined as one hour before sunset until dawn, seven days a week, including weekends and holidays. The Contractor shall bill for services for migratory bird control on a monthly basis. The Contractor shall not charge any additional fees for migratory bird control services performed on weekends, during inclement weather or on holidays, as these services are included in the monthly service charge.
 - 4.2.2.5. The Contractor shall note that historically, the migratory birds begin southern migration (moving south) in September. Central Texas usually sees them appear in early October-November. Typically, the flocks will continue to migrate to Central America. However, if the winter is warmer than average the flocks will tend to stay in Central Texas until the following April. Their migration north begins in early March with central Texas seeing flocks from mid-March to June.
 - 4.2.2.6. The City may require changes in the service area due to the migratory nature of birds. The Contractor may make recommendations to change the service area. Changes to the service area shall be approved by the Contract Manager in writing prior to taking effect. Under no circumstances shall the Contractor make changes to the service area without prior written approval from the Contract Manager.
- 4.2.3 **Stationary Bird Control Services** (Section 0600, Item 2): Stationary birds (mostly pigeons) do not usually migrate with the change of season and tend to nest on building ledges.
- 4.2.3.1. The Contractor shall trap and release birds that regularly nest on the exterior and the interior of the City facilities within the stationary bird control service areas identified herein. The Contractor shall employ non-harmful prevention and trap/release techniques to block entry of birds and remove birds from the exterior and the interior of City buildings.
 - 4.2.3.2. The Contractor shall provide stationary bird control services at the locations listed below. Locations may be added or removed from this list.
 - 4.2.3.2.1 201 E. 2nd Street, Parking Facility
 - 4.2.3.2.2 601 E. 5th Street, Parking Facility
 - 4.2.3.2.3 500 E. Cesar Chavez, Austin Convention Center
 - 4.2.3.2.4 900 Barton Springs Road, Palmer Events Center and Garage

**CITY OF AUSTIN
SCOPE OF WORK
BIRD CONTROL SERVICES
SOLICITATION NO.: IFB 8200 MMO0126**

4.2.3.2.5 217 Red River Street, Trask House

- 4.2.3.3. The Contractor shall deploy bird trapping cages to reduce the stationary bird presence at each facility. The Contractor shall provide, at a minimum, ten (10) cages to be spread out at ACCD Facilities. The Contractor shall adjust the number of bird trapping cages used at each location based on the stationary bird presence at each location. Within 10-business days after contract award or other mutually agreed upon time, the Contractor shall meet with the Contract Manager to discuss the bird trapping cage requirements for each location. Contractor shall have a ready inventory of cages, food and other materials to satisfy the terms of the Contract at all times.
- 4.2.3.4. At a minimum, the Contractor shall check all bird traps every three (3) calendar days to ensure that any birds caught are released in a timely manner.
- 4.2.3.5. The Contractor shall release all trapped birds to an area no less than 40 miles away from the service area to minimize the potential for their return.
- 4.2.3.6. In order to verify the success of the trap and release program, the City may require the Contractor to band birds prior to their release at no additional charge.
- 4.2.3.7. The Contractor shall affix signage at each of the traps, educating individuals as to their intent and purpose. All signage shall be pre-approved by the City and must be securely attached to the trap at all times.
- 4.2.3.8. The Contractor shall ensure all bird traps have food and water at all times.
- 4.2.4. **Bird-B-Gone Hazer System (Section 0600, Item 3)**: The Contractor shall inspect the City's Bird-B-Gone Hazer System at a minimum of once every thirty (30) days to ensure the system is fully operational. The Contractor shall refill with one (1) liter of Eco Bird 4.0 bird repellent or Contract Manager approved equivalent every ninety (90) days. The monthly fee for refilling the Bird-B-Gone System shall be inclusive of the Eco Bird 4.0 bird repellent. Under no circumstance, shall the bird repellent be a separate line-item charge. If system(s) are down for any reason per the City, monthly service charges are to be suspended until repairs or replacements are made.
- 4.2.4.1. The City currently owns the following Bird-B-Gone Hazer systems:
- 4.2.4.1.1. Austin Convention Center: Two (2) systems with four (4) satellite units.
- 4.2.4.1.2. Palmer Convention Center: One (1) system with four (4) satellite units.
- 4.2.4.2. The City reserves the right to add additional Bird-B-Gone Hazer Systems to various locations within the service area.

4.3. **Other Services (As-Needed) (Section 0600; Categories B & C)**

**CITY OF AUSTIN
SCOPE OF WORK
BIRD CONTROL SERVICES
SOLICITATION NO.: IFB 8200 MMO0126**

- 4.3.1. On an as-needed basis, the Contractor shall provide services which may not be specified herein, but are related to, this Scope of Work. Other Services shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours, depending when the services are provided.
 - 4.3.1.1. The Contractor shall coordinate Other Services with the Contract Manager.
 - 4.3.1.2. The Contract Manager will request services and the Contractor shall arrange a site-visit with the Contract Manager.
 - 4.3.1.2.1. The Contractor shall respond to the City's request for other services or meet with the Contract Manager within two (2) business days of request, or other mutually-agreed time to discuss the project. Upon request by the Contract Manager, a written estimate of the total cost of work, ("Estimate") will be submitted to the Contract Manager within three (3) business days and at no additional cost to ACCD.
 - 4.3.1.2.2. Submission of the Estimate shall be evidence that the Contractor has familiarized himself/herself with the nature and extent of the work, inspected the surrounding conditions, and the equipment, materials and labor required for the work to be done.
 - 4.3.1.3. The Estimate for these services shall be in writing and shall include:
 - 4.3.1.3.1. An estimate of the total cost of the work, including an itemized cost estimate with labor and if applicable, materials and a list of proposed height-reducing equipment rental(s) needed to complete the service;
 - 4.3.1.3.2. A description of services to be performed, including the location;
 - 4.3.1.3.3. A recommended schedule detailing the number of hours and days necessary to complete the work.
 - 4.3.1.4. The Contract Manager, or designee, will review the Estimate and, if in agreement, will issue a written notice to proceed ("Notice to Proceed"). A Notice to Proceed will be in the form of a Delivery Order (DO) issued by the City.
 - 4.3.1.5. Upon receipt of the Notice to Proceed, the Contractor shall acknowledge receipt by sending an email to the Contract Manager. The Contractor and Contract Manager will schedule a date and time for services to begin.
 - 4.3.1.6. If the Contract Manager does not agree with the Estimate, the Contract Manager will contact the Contractor to discuss and resolve. Once in verbal agreement, the Contractor shall re-submit a revised Estimate for review within twenty-four (24) hours for approval by the Contract Manager.

**CITY OF AUSTIN
SCOPE OF WORK
BIRD CONTROL SERVICES
SOLICITATION NO.: IFB 8200 MMO0126**

- 4.3.1.7. The Contractor shall complete the work within the time stated in the Estimate and shall notify the Contract Manager upon completion of the services.
- 4.3.1.8. If during the performance of services, the Contractor determines that additional time is needed to complete the services being performed, the Contractor and the Contract Manager will mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave services unfinished without prior approval/arrangement of the Contract Manager.
- 4.3.2 **Bat Removal:** On occasion, the City will require the Contractor to trap and release bats found inside City buildings. The Contractor shall employ non-harmful prevention and trap/release techniques in the removal of bats. Bat removal services shall be performed during regular business hours as defined in this Scope of Work.
 - 4.3.2.1 The Contractor shall not attempt to trap or remove bats from City facilities without prior authorization from the Contract Manager.
 - 4.3.2.2 The locations requiring bat removal services are listed below. Locations may be added or removed from this list.
 - 4.3.2.2.1 201 E. 2nd Street, Parking Facility
 - 4.3.2.2.2 601 E. 5th Street, Parking Facility
 - 4.3.2.2.3 500 E. Cesar Chavez, Austin Convention Center
 - 4.3.2.2.4 900 Barton Springs Road, Palmer Events Center and Garage
 - 4.3.2.2.5 217 Red River Street, Trask House
 - 4.3.2.2.6 Building Services locations outlined in Attachment A
- 4.3.3 **Expedited Services:** The City may require the Contractor to respond to Expedited Service requests. Expedited Services shall be those services which are needed immediately due to an unforeseen event(s) or a situation which threatens to interfere with the City's business operations. The City shall have the sole and final authority in determining when services will be designated as Expedited. Historically, ACCD utilizes Expedited Services approximately twice a calendar year during the month of March.
 - 4.3.3.1 For each request of Expedited service, the City will request services (each instance, a "Notification") and Contractor shall respond/acknowledge the request and be onsite within two (2) hours of notification by the City.
 - 4.3.3.2 If applicable to the Expedited occurrence, the Contractor shall provide a complete cost estimate with an estimated completion time to the Contract Manager or designee within two (2) hours of Notification or immediately upon arrival at the site. The Contract Manager and Contractor may mutually agree that a verbal cost estimate for Expedited Services will meet the needs of the City. Verbal estimates shall not release the Contractor from its responsibilities as described by the terms of this Contract. During Expedited Services, all other terms and conditions of this Contract shall apply.
 - 4.3.3.3 Expedited Services shall be on an as-needed basis and shall be available 24 hours, 7 days a week. Expedited labor rates shall be billed in accordance with

**CITY OF AUSTIN
SCOPE OF WORK
BIRD CONTROL SERVICES
SOLICITATION NO.: IFB 8200 MMO0126**

the hourly rates of either Regular Hours or Non-Regular Hours as defined above for Other Services, depending when services are provided.

4.3.4 Labor Hours: The Contractor shall perform Other Services on an as-needed basis, during regular and/or non-regular business hours, regardless of whether services are general/regular or Expedited.

4.3.4.1 The following time designations shall apply for those services billed at an hourly labor rate:

4.3.4.1.1 **REGULAR HOURS** shall be 8:00 a.m. through 5:00 p.m. (CST) Monday through Friday.

3.3.4.1.2 **NON-REGULAR HOURS** shall be: 5:01 p.m. through 7:59 a.m. (CST) Monday through Friday, all day Saturday and Sunday, and holidays. Hourly rates for these non-regular hours may be charged to the City up to 150% (time and a half) of the regular hours in accordance with Section 0600, Bid Sheet.

5.0 MATERIALS AND EQUIPMENT

5.1 The Contractor shall furnish all equipment and materials including aerial lift devices, scaffolding, and/or height-reducing devices, if applicable. Equipment, materials, and/or supplies must meet or exceed the requirements for the services to be performed. The Contractor shall utilize the safest possible equipment and techniques in order to minimize the risk of injury to persons and property.

5.2 Should any equipment, material, and/or supplies be found by the City to be defective, not meeting specifications, or in use without written Contract Manager's approval, the Contractor shall, upon discovery, replace such equipment, material and/or supplies with the specified equipment or material/supplies at no additional cost to the City.

5.3 Prior to renting any equipment, the Contractor shall have the Contract Manager's written approval. Under no circumstances shall the Contractor rent equipment without prior City approval. The Contractor shall not be reimbursed for any non-approved rental of equipment and, shall be responsible for all expenses associated with either the purchase of or rental of the necessary equipment.

5.3.1. The Contractor may charge the City for the rental cost of height reducing equipment (aerial lifts or scaffolding) only. The Contractor shall not charge the City the cost for any rental of cages or any other basic equipment used in the execution of this Contract. Charges for the rental of height-reducing equipment shall be a markup to the Contractor's cost and in accordance with the Section 0600, Bid Sheet. Markups shall not exceed five percent (5%) for height-reducing rentals.

5.3.2. The Contractor shall submit copies of the rental agreements and receipts which clearly indicate the full cost paid by the Contractor to be reimbursed for cost of rented equipment. The City will verify all line item charges for rentals.

**CITY OF AUSTIN
SCOPE OF WORK
BIRD CONTROL SERVICES
SOLICITATION NO.: IFB 8200 MMO0126**

- 5.3.3. The Contractor shall be responsible for any loss or damage to rented or owned equipment used on a project under this Contract. The City shall not be charged for expenses incurred by the Contractor for loss or damage to rented or owned equipment.

5.4 Materials:

- 5.4.1 Prior to purchasing any materials for Other Services, the Contractor shall have the Contract Manager's written approval. The Contractor may charge the City for materials used in the performance of Other Services (as-needed) only. The Contractor shall not charge the City for materials other than the materials used in the performance of Other Services. Charges for the materials shall be at a markup to the Contractor's cost and in accordance with the Section 0600, Bid Sheet. Markups shall not exceed fifteen percent (15%). The City will verify all line item charges for materials.
- 5.4.2 The Contractor shall submit a copy of the Contractor's invoice or receipt indicating the amount paid by the Contractor for materials to be reimbursed for materials used in the performance of Other Services (as-needed). In addition, the Contractor shall submit a copy of the Other Service quote/cost estimate per job, as approved by the Contract Manager.
- 5.4.3 The City will not reimburse the Contractor for materials which do not have the Contract Manager's written approval.
- 5.4.4 The Contractor shall not charge the City any fuel surcharge, stop-fee, or other fee not expressly allowed for in this Scope of Work. Prices on the Section 0600, Bid Sheet shall be inclusive of all such fees.

6.0 ACCEPTANCE OF WORK

- 6.1 All work is subject to review, inspection, and acceptance by the Contract Manager or designee.
- 6.2 If Contractor fails to clean a work area at the completion of the work, the City may do so and deduct the cost of clean-up from any payments owed to the Contractor.

7.0 CONTRACT CLOSE-OUT

- 7.1 The Contractor shall agree to provide a "phase-out" or "transition" services to its successor beginning thirty (30) business days prior to the expiration of this agreement at no additional cost to the City. The Contractor shall ensure no disruption of services during such transition. The City will work with the Contractor on a transition schedule to further define the requirements during the transition and phase-out.
- 7.2 The Contractor shall submit its final invoice(s) in accordance with Section 0400, Supplemental Purchase Provisions. The City reserves the right to withhold payment of final invoices in the event Contractor fails to comply with the items of Contract Close-Out or if the Contractor owes the City or the City any monies, invoice credits, reimbursements, or payments.

8.0 ATTACHMENTS

- Attachment A – BSD Facilities
Attachment B – ACCD Service Area

**SECTION 0600 - BID SHEET
CITY OF AUSTIN
BIRD CONTROL SERVICES**

SOLICITATION NO.: IFB 8200 MMO0126

BUYER: Marian Moore

Special Instructions: Offerors must use this Bid Sheet to submit pricing. Be advised that altering the bid sheet or taking exceptions to any portion of the solicitation may jeopardize acceptance of your Offer.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed, actual purchases may be more or less. Quantities are provided as a guide based on historical or anticipated usage. Order quantities will be as-needed and specified by the City for each order.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the Offeror does not wish to bid on that item. Be advised, a "no bid" or no response may be considered as non-responsive and may result in disqualification of the bid.

Prices offered on the bid sheet shall be all inclusive of fees not expressly allowed in the scope of work. The Offeror shall not charge separately for administrative, overhead, per diem, and shipping or transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.) to deliver services or items to the Austin, Texas area. The Offeror shall provide all tools, labor, travel, and equipment necessary to perform the services required under this contract.

The City reserves the right to award a single contract based on overall low cost or multiple awards based on individual or categories/groups of specific line items, cost, or any criteria or combination deemed most advantageous to the City.

CATEGORY A - MONTHLY RATES FOR BIRD CONTROL SERVICES

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Austin Convention Center Department - Monthly fee for migratory bird control services (within target area and locations)	Month	12	\$ 1,998.00	\$ 23,976.00
2	Austin Convention Center Department - Monthly fee for stationary bird control services, including cage maintenance throughout the year	Month	12	\$ 1,440.00	\$ 17,280.00
3	Austin Convention Center Department - Inspect the Bird B-Gone System Monthly and refill the of Bird B-Gone System with Eco Bird 4.0 (or City approved equal) Quarterly	Month	12	\$ 95.00	\$ 1,140.00
CATEGORY A SUBTOTAL					\$ 42,396.00

CATEGORY B - LABOR RATES FOR OTHER SERVICES (AS NEEDED)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	HOURLY RATE	EXTENDED PRICE
4	Labor rate per hour for Regular Hours (8:00 AM to 5:00 PM Monday - Friday)	Hour	60	\$ 45.00	\$ 2,700.00
5	Labor rate per hour for Non-Regular Hours (5:01 PM to 7:59 AM Monday - Friday, all day Saturday, Sunday and City of Austin holidays). Not exceed 150% or 'time and a half' of Regular Hour rate.	Hour	60	\$ 45.00	\$ 2,700.00
CATEGORY B SUBTOTAL					\$ 5,400.00

 2/12/18

SECTION C - FEES FOR RENTAL OF HEIGHT-REDUCING EQUIPMENT & FEES FOR MATERIALS

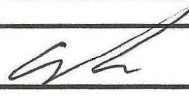
The City estimates an annual spending need of \$20,000 for materials and rentals of height-reducing equipment to complete these services.

Offeror shall be able to provide materials to complete the services as required and defined in Section 0500, Scope of Work. The percentage markup to costs listed shall be the maximum amount offered for the category lie throughout the term of the Contract including any subsequent renewal periods, and are not subject to change. The invoice prices for these materials shall be based off a markup to costs paid by the offeror as indicated below. The percentage markup given should take into account all costs (administrative, overhead, shipping charges, etc.) to deliver the materials and rental equipment to the Austin, TX area. These costs shall be factored into the markup costs rates and shall not be paid separately. Markup to costs shall be expressed in numerical terms. A bid of "0" (zero) or left blank will be interpreted by the City as a zero percent markup to the City.

The annual sending need amount is an estimate and not a guarantee of actual volume. The City reserves the right to purchase more or less of these quantities as may be required during the contract term. Quantities will be as-needed and specified by the City for each order.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL AMOUNT	PERCENTAGE MARKUP	EXTENDED PRICE
6	Percentage markup to vendor cost of rental for height-reducing equipment as defined in Section 0500, Scope of Work (not to exceed 5%)	\$15,000	0%	\$ 15,000.00
7	Percentage markup to vendor cost of materials used for Other Services (as-needed) as defined in Section 0500, Scope of Work (not to exceed 15%)	\$5,000	0%	\$ 5,000.00
SECTION C SUBTOTAL				\$ 20,000.00

TOTAL EXTENDED PRICE FOR SECTIONS A - C	\$ 67,796.00
---	--------------

COMPANY NAME: Power Pest Corp., d.b.a. TEXAS BIRD SERVICES	Arrington Davis  2/12/18
--	---

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Texas Bird Services, a division of POWER PEST CORP	
Physical Address	420 W. Slaughter Ln, Suite 915, Austin TX 78748	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	None / N.A.	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	None / N.A.	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference SheetResponding Company Name **Power Pest Corp., d.b.a. TEXAS BIRD SERVICES**

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name **Downtown Austin Alliance (ATX D/Town PID)**
Name and Title of Contact **Bill Brice - Director of Safety and Maintenance**
Project Name **Migratory bird and nest removal ongoing for 9 consecutive years**
Present Address **211 E 7th St # 818**
City, State, Zip Code **Austin, TX 78701**
Telephone Number **(512) 469.1766** Fax Number **(512) 477.7456**
Email Address **bbrice@downtownaustin.com**

2. Company's Name **Centro San Antonio (SATX D/Town PID)**
Name and Title of Contact **Kristin Atkins - Director of Public Improvement District**
Project Name **Migratory bird removal, city wide pigeon trapping for 7 consecutive years.**
Present Address **110 Broadway St #230**
City, State, Zip Code **San Antonio, TX 78205**
Telephone Number **(210) 454.6902** Fax Number **(210) 225.1569**
Email Address **katkins@downtownsa.org**

3. Company's Name **Samsung Austin**
Name and Title of Contact **Andy Rodriguez - Project Manger / Tom Phillips - Senior Project Manager**
Project Name **Migratory bird removal, pigeon trapping, exclusion netting, animal trapping for 3 consecutive years.**
Present Address **12100 Samsung Blvd**
City, State, Zip Code **Austin, TX 78754**
Telephone Number **(512) 838.0806** Fax Number **()**
Email Address **a1.rodriguez@samsung.com**

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 12th day of February, 2018

CONTRACTOR
Authorized
Signature

Arrington Davis


Title

Regional Manager

Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

- (1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour:

Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
James McKay	Power Pest Corp., d.b.a. TEXAS BIRD SERVICES	Prime	\$17.00/Hr	Austin Team Leader
Steven Lavendusky	Power Pest Corp., d.b.a. TEXAS BIRD SERVICES	Prime	\$16.65/Hr	Abatement Technician
Chris Zvokel	Power Pest Corp., d.b.a. TEXAS BIRD SERVICES	Prime	\$16.65/Hr	Abatement Technician
Arnold Ortiz	Power Pest Corp., d.b.a. TEXAS BIRD SERVICES	Prime	\$16.65/Hr	Abatement Technician

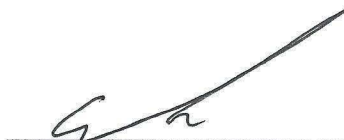
- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name: **Power Pest Corp., d.b.a. TEXAS BIRD SERVICES**

Signature of Officer
or Authorized
Representative:



Date: **2/12/2018**

Printed Name:

Arrington Davis

Title

Regional Manager

Section 0835: Non-Resident Bidder Provisions

Company Name **Power Pest Corp., d.b.a. TEXAS BIRD SERVICES**

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: **Resident Bidder**

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 8200 MMO0126
SOLICITATION TITLE: BIRD CONTROL SERVICES

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.


☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Power Pest Corp., d.b.a. TEXAS BIRD SERVICES		
City Vendor ID Code	VS0000015441		
Physical Address	4621 S. Cooper St, Suite 131		
City, State Zip	Arlington, TX 76017		
Phone Number	888.839.2473	Email Address	rodneyb@texasbirdservices.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Arrington Davis Regional Manager

 2/12/18

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: IFB 8200 MMO0126
SOLICITATION TITLE: BIRD CONTROL SERVICES

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 8200 MMO0126
SOLICITATION TITLE: BIRD CONTROL SERVICES

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: IFB 8200 MMO0126
SOLICITATION TITLE: BIRD CONTROL SERVICES

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

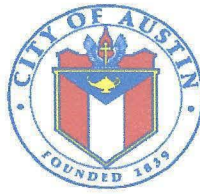
Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



**ADDENDUM
CITY OF AUSTIN, TEXAS
INVITATION FOR BIDS
BIRD CONTROL SERVICES**

Solicitation: IFB 8200 MMO0126

Addendum No: 1

Date: February 2, 2018

This addendum is to incorporate the following changes to the above referenced solicitation:

1. Questions and Answers.

- (Q1) Why was the first version of the solicitation cancelled?
(A1) *Due to the vast differences in proposal responses for solicitation RFP 8200 MMO0305, City staff determined it was in the best interest of the City to cancel the solicitation and better articulate the specific requirements in a new solicitation (IFB 8200 MMO0126).*
- (Q2) What did the City not like about the submissions received for the previous solicitation? Did it have to do with efficacy, price or scope?
(A2) *Due to the vast differences in proposal responses for solicitation RFP 8200 MMO0305, City staff determined it was in the best interest of the City to cancel the solicitation and better articulate the specific requirements in a new solicitation (IFB 8200 MMO0126).*
- (Q3) When the previous contract holder failed, what scope was being followed?
(A3) *The previous Contractor was to perform services according to the scope of work contained in solicitation IFB 8200 CRR0206.*
- (Q4) Was the previous contract holder denied the use of treatment methods they recommended?
(A4) *The previous contract holder did not propose alternate treatment methods sufficient to successfully capture the comprehensive requirements of the service area.*
- (Q5) What budget does the City foresee committing to this scope of work?
(A5) *The anticipated spend for this scope of work is part of the overall operating budget for the Austin Convention Center Department. Actual spend under the new contract is subject to the prices submitted on the Solicitation's Section 0600 – Bid Sheet.*
- (Q6) Who developed the scope of work and what is their contact info?
(A6) *Austin Convention Center Department staff developed the scope of work. Due to the Anti-Lobbying Ordinance (see Section 0400, Item 8), the City requests that all communication regarding the solicitation be directed to the Authorized Point of Contact, Marian Moore, until a contract is fully executed. Contacting a City of Austin employee other than the Authorized Point of Contact during the solicitation process, and until a contract is fully executed, may result in the disqualification of your offer.*
- (Q7) Who is the Contract Manager and what is their contact info?
(A7) *Per the Solicitation's Section 0400, the Contract Manager will be Bryan Helford. Due to the Anti-Lobbying Ordinance (see Section 0400, Item 8), the City requests that all communication regarding the solicitation be directed to the Authorized Point of Contact, Marian Moore, until a contract is fully executed. Contacting a City of Austin employee other than the Authorized Point of Contact during the solicitation process, and until a contract is fully executed, may result in the disqualification of your offer.*

- (Q8) What is the current scope of work for the power washing (area covered, frequency, number of people required)?
- (A8) *The City will perform pressure washing services in the service area. The City's power washing schedule fluctuates throughout the year, however, power washing is typically performed approximately once every week. The City power washes the sidewalks. If the City's pressure washing schedule requires more frequent pressure washing services than typical for a given season, that would potentially be an indication that the Contractor's bird control services or the frequency of the services needs to be adjusted.*
- (Q9) In the Solicitation's Section 0500, Item 4.1.8, "The Contractor shall provide bids on the Section 0600, Bid Sheet, Item 1 for the required method using laser dispersal." This item requires that Migratory Bird control services will be performed utilizing laser dispersal. The next item, 4.1.9 doesn't allow for fog, which will reduce the efficacy. Would it be realistic to assume requesting ability to fog be approved? Would it be realistic to install Bird B Gone fogging systems?
- (A9) *Due to the facility's close proximity to hotels and residences, fog dispersal is not permitted (See also Section 0500, Item 4.1.9) in public spaces. The Austin Convention Center Department does utilize stationary Bird-B-Gone Hazer System per the Solicitation's Section 0500, Item 4.2.4 in Austin Convention Center service yards.*
- (Q10) Approximately how many Contractor employees will be required to successfully perform the scope of work for migratory and stationary bird control services?
- (A10) *The number of Contractor employees required for the work will likely vary with the seasonality of migration. A best guess estimate is at least two Contractor employees will be required for a Contractor to be successful with the stated requirements.*

Please refer to specific requirements, including but not limited to the following:

- 4.2.2.4 *The Contractor shall modify service hours to respond to migratory bird patterns and seasons. For the purposes of this Contract, working hours shall be defined as one hour before sunset until dawn, seven days a week, including weekends and holidays.*
- 4.2.3.3. *At a minimum, the Contractor shall check all bird traps every three (3) calendar days to ensure that any birds caught are released in a timely manner.*
- 4.2.4 *The Contractor shall inspect the City's Bird-B-Gone Hazer System at a minimum of once every thirty (30) days to ensure the system is fully operational. The Contractor shall refill with one (1) liter of Eco Bird 4.0 bird repellent or Contract Manager approved equivalent every ninety (90) days.*

- (Q11) Why does the City require migratory and stationary bird control services seven days a week?
- (A11) *The City recognizes that it takes a very short amount of time for migratory birds to roost and nest in an area. Based on previous history with the service area, without a daily presence (including holidays), the effectiveness of bird control methods will be reduced because of the need to re-train the birds that roost in the service area overnight.*
- (Q12) Will there be a formal walk-through for vendors to view the service area prior to the Solicitation due date?
- (A12) *No. There will not be a formal walk-through before the Solicitation closes. The majority of the service area is public space, with the exception of the rooftops of the Austin Convention Center Department buildings.*
- (Q13) Where are the live traps located and approximately how many are there?
- (A13) *The live traps are currently stationed on roof tops of the Austin Convention Center, Convention Center garages and the Palmer Events Center. The total number of traps is subject to fluctuate, but currently there are ten traps in the service area. Per the Solicitation's Section 0500, Item 4.2.3.3, "The Contractor shall provide, at a minimum, ten (10) cages to be spread out at ACCD Facilities. The Contractor shall adjust the number of bird trapping cages used at each location based on the stationary bird presence at each location."*
- (Q14) Does the Palmer Events Center service area require all of the services required at the Austin Convention Center service area?
- (A14) *Yes. The Palmer Events Center requires all services including migratory, stationary and other services included in the scope of work. (Reference the Solicitation's Section 0500, items 4.2.2.1.2, 4.2.3.2.4 and 4.2.4.1.2.)*
- (Q15) When will a contract be awarded?

(A15) *As this contract will likely require City Council approval, the estimated contract effective date will be sometime in late spring or early summer of 2018.*

(Q16) *Where can I find information on the previous contract's pricing?*

(A16) *The previous contract for bird control services, contract number MA 8200 NA160000165, and other City contracts and pricing information, are available for viewing on the City's Austin Finance Online website by viewing the Contract Catalog. Within the Contract Catalog, vendors can search for contracts by keyword, vendor and contract number. Visit the Contract Catalog at https://www.austintexas.gov/financeonline/contract_catalog/index.cfm*

(Q17) *How will the contract award be determined? Will it be the absolute lowest bidder, or is it the best value for the City?*

(A17) *The award recommendation will be determined based on the lowest bid received from a responsible and responsive offeror. In order to be responsive, an offer must be sealed, submitted on time and include the required documents outlined in the solicitation package. Additionally, in order to be considered for award, Offerors must meet stated minimum qualifications and have the capacity to perform the scope of work.*

2. **Additional Information.** The sign-in sheet for the pre-offer conference is attached.

3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Solicitation.


APPROVED BY:


Marian Moore, Procurement Specialist III
Purchasing Office, 512-974-2062

2/2/18
Date

ACKNOWLEDGED BY:

Arrington Davis
Name


Authorized Signature

2/12/18
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.

ACCD Bird Control Program

Part 1:

Convention Center Service Zone
(north of the river)

Convention Center Service Zone (north of the river)

Boundaries are as follows:

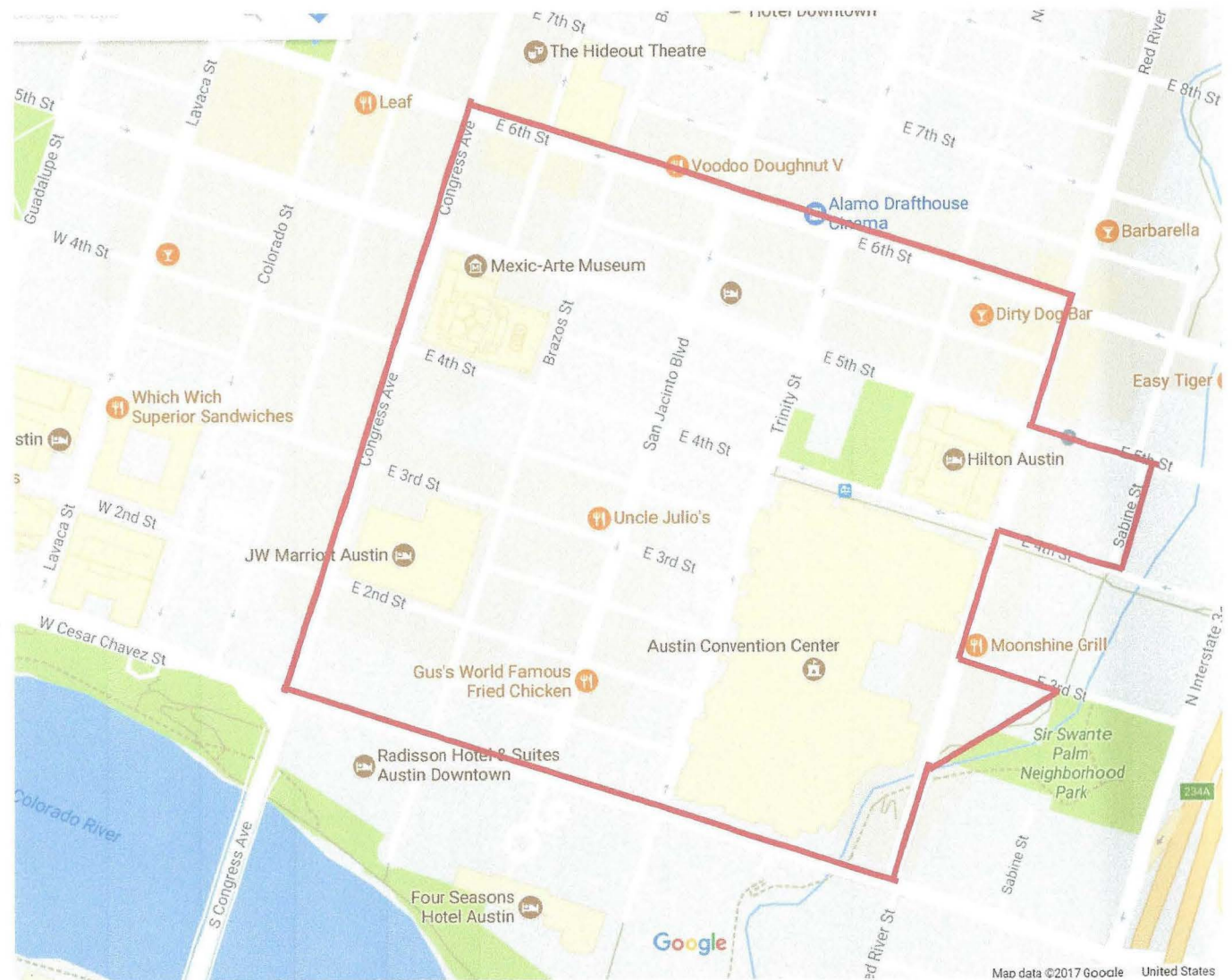
North Boundary is 6th Street

South Boundary is Cesar Chavez

East Boundary is Red River (inclusive of
ACCD's 5th Street parking garage, Trask
House, and Castleman-Bull House)

West Boundary is Congress Ave

Walking each street within this area is a total
of about 4 miles.



Austin Convention Center

Google Earth view showing
quantity and locations of trees.

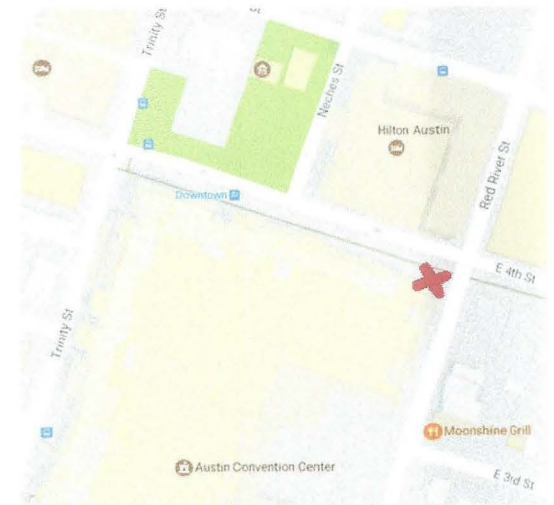
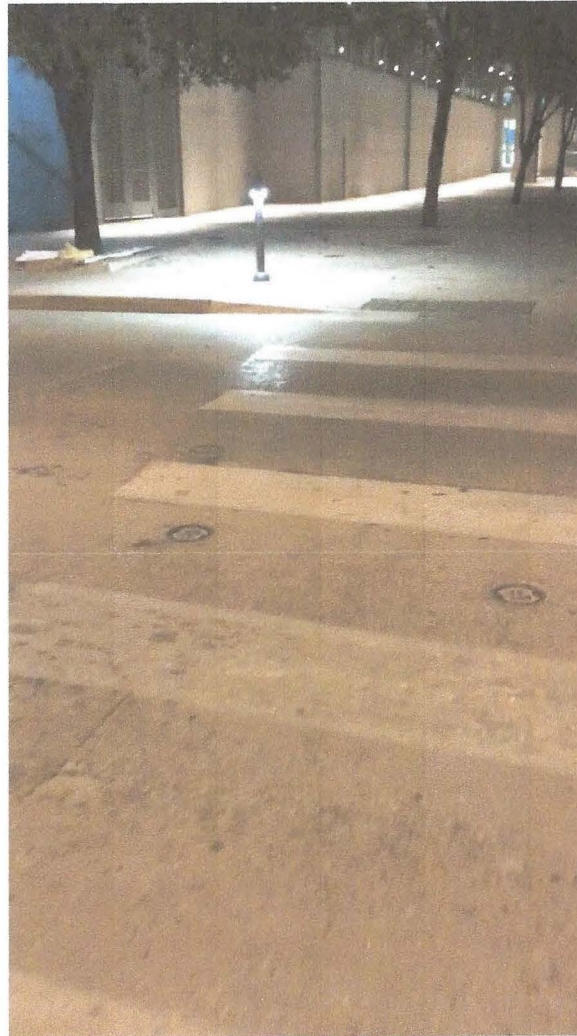


January 31st, 2017
7:15am

Crossing Red River to the southwest corner of 4th and Red River.

Sidewalks had been power washed the previous day. Feces build up is from one night of the birds roosting.

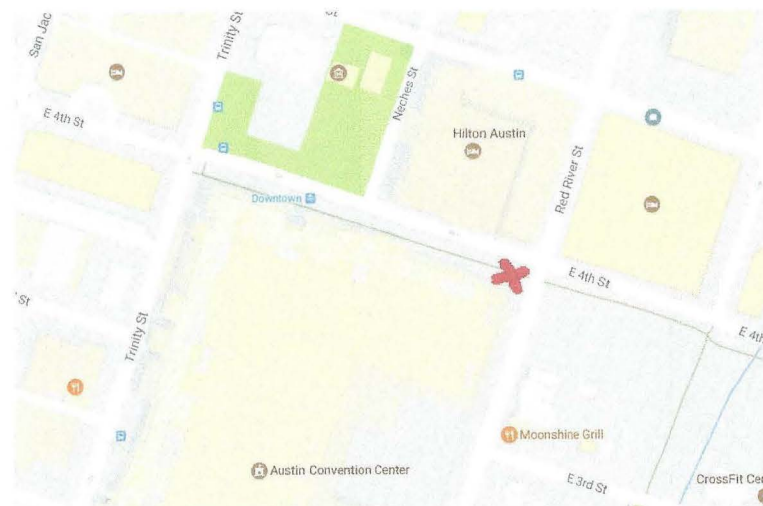
The video demonstrates the number of migratory birds we could potentially have if migratory control service is ineffective.





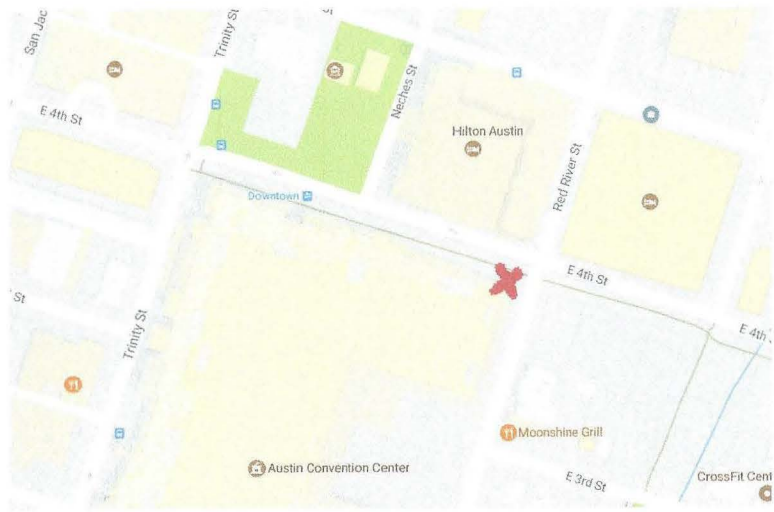
February 22nd, 2017
3:15 pm

- Southwest corner of 4th and Red River.
- Sidewalks were power washed that morning, no feces build up during the day.



February 23rd, 2017
7:40am (less than 24 hours after the
pervious photo)

- Southwest corner of 4th and
Red River.
- Feces build up is from one
night of roosting.

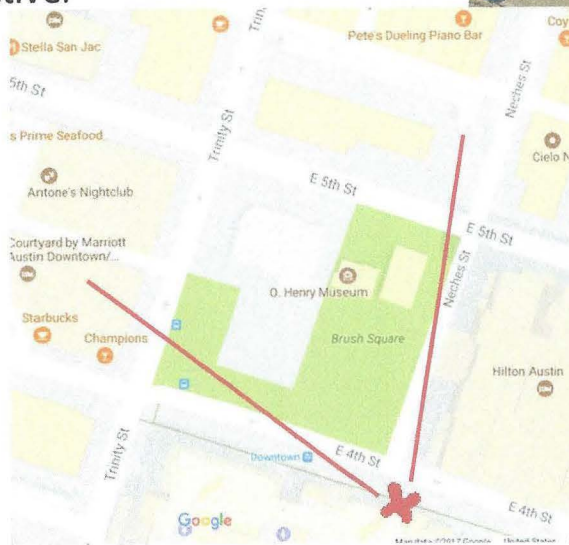


Brush Square Park

Photo taken from 4th and Neches St.

All the trees in this photo are considered on City property and are included in the service zone.

This area is heavily populated with birds during migration season if migratory control service is ineffective.



ACCD Bird Control Program

Part 2:

Palmer Event Center Service Zone
(south of the river)

Palmer Event Center Service Zone (south of the river)



Palmer Events Center

Google Earth view showing
quantity and locations of trees.



W 2-12-18

ATTACHMENT A
Building Services Department (BSD)
List of Locations for Bird/ Bat Control

- 1 AFD Arson Investigations (3002 Guadalupe St)
- 2 AFD Pleasant Valley Drill Tower (517 S Pleasant Valley Rd)
- 3 AFD Wellness / EMS Clinical Practice (517 S Pleasant Valley Rd)
- 4 AFD WMD / Fire Station 46 / EMS Demand 2 (12010 Brodie Ln)
- 5 African American Cultural & Heritage Facility AACHF (912 E 11th St)
- 6 APD Austin Ridge (8501 FM 969)
- 7 APD Community Liaison (4101 S Industrial Dr)
- 8 APD Downtown Rangers (211 E 7th St)
- 9 APD East Substation and Forensics (812 Springdale Rd)
- 10 APD Evidence Warehouse (4708 E MLK Jr Blvd)
- 11 APD Forensics Vehicle Processing (8200 S Congress Ave)
- 12 APD Fusion Center (6100 Guadalupe St)
- 13 APD Mental Health Unit - Austin State Hospital (4110 Guadalupe St)
- 14 APD Mounted Patrol (8011 Boyce Ln)
- 15 APD Horse Barn [New Mounted Patrol] (11400 McAngus Rd)
- 16 APD North Substation (12425 Lamplight Village Ave)
- 17 APD Patrol Building (701 E 8th St)
- 18 APD Police Headquarters (715 E 8th St)
- 19 APD South Substation (404 Ralph Abianedo Dr)
- 20 ARCH Austin Resource Center for the Homeless (500 E 7th St)
- 21 ARR Home Hazardous Waste Office (2514 Business Center Dr)
- 22 ARR Landfill Office (10108 FM 812)
- 23 ARR Kenneth Gardner Service Center (4108 Todd Ln)
- 24 ARR MRF/Resource Recovery Center (3810 Todd Ln)
- 25 Arthur B. DeWitty Center (2209 Rosewood Ave)
- 26 Bastrop WIC (443 Highway 71)
- 27 Blackland Neighborhood Center (2005 Salina St)
- 28 Building Services Headquarters (411 Chicon St)
- 29 City Hall (301 W 2nd St)
- 30 Clarksville Health Center - RHSC (1000 Toyath St)
- 31 Connelly-Yerwood House NHCD (1115 E 12th St)
- 32 Day Labor (First Workers) (4916 N IH-35)
- 33 Del Valle WIC (3518 FM 973)
- 34 Dodge Dealership Site (7309 N IH-35)
- 35 Dove Springs WIC (6801 S IH-35)
- 36 East Austin Neighborhood Center (211 Comal St)
- 37 Elgin WIC (218 S Main St)
- 38 EMS Demand 4 (665 W FM 1626)
- 39 EMS Station 5 (5710 N Lamar Blvd)
- 40 EMS Station 9 (Lakeway Hospital - 100 Medical Pkwy)
- 41 EMS Station 14 (7200 Berkman Dr)
- 42 EMS Station 17 (2307 Foster Ave)
- 43 EMS Station 20 (911 W Pflugerville Loop)
- 44 EMS Station 21 (1295 S Capital of Texas Hwy)
- 45 EMS Station 22 (3605 Allegiance Ave)
- 46 EMS Station 23 (405 W Parsons St)
- 47 EMS Station 24 (9019 Elroy Rd)
- 48 EMS Station 25 (18310 Park Dr)
- 49 EMS Station 27 (4010 FM 1327)
- 50 EMS Station 26 (22404 Hwy 71 W)

- 51 EMS Station 28 - DC1 (5905 Nuckols Crossing Rd)
- 52 EMS Station 32 (3621 S FM 620)
- 53 EMS Station 33 - DC5 (4514 James Wheat St)
- 54 EMS Station 36 (2301 Kelly Ln - Pflugerville)
- 55 EMS Station 37 (14312 Hunters Bend Rd)
- 56 EMS Station 1 - DC4 (3616 S 1st St)
- 57 EMS Station 3 (1305 Red River St)
- 58 Far South Health Center (405 W Stassney Ln)
- 59 Fire Station 1 / EMS 6 (401 E 5th St)
- 60 Fire Station 2 (506 W MLK Jr Blvd)
- 61 Fire Station 3 (201 W 30th St)
- 62 Fire Station 4 (1000 Blanco St)
- 63 Fire Station 5 / EMS 4 (1201 Webberville Rd)
- 64 Fire Station 6 / EMS Demand 3 (1705 S Congress Ave)
- 65 Fire Station 7 (201 Chicon St)
- 66 Fire Station 8 / EMS 7 (8989 Research Blvd)
- 67 Fire Station 9 (4301 Speedway)
- 68 Fire Station 10 (3009 Windsor Rd)
- 69 Fire Station 11 (1611 Kinney Ave)
- 70 Fire Station 12 (2109 Hancock Dr)
- 71 Fire Station 14 / Special Ops (4305 Airport Blvd)
- 72 Fire Station 15 (829 Airport Blvd)
- 73 Fire Station 16 (7000 Reese Ln)
- 74 Fire Station 17 (4128 S 1st St)
- 75 Fire Station 18 (6311 Berkman Dr)
- 76 Fire Station 19 / EMS 8 (5211 Balcones Dr)
- 77 Fire Station 20 / EMS 2 (6601 Manchaca Rd)
- 78 Fire Station 21 (4201 Spicewood Springs Rd)
- 79 Fire Station 22 / EMS 12 (5309 E Riverside Dr)
- 80 Fire Station 23 / EMS 13 (1330 E Rundberg Ln)
- 81 Fire Station 24 (5811 Nuckols Crossing Rd)
- 82 Fire Station 25 / EMS 10 (5228 Duval Rd)
- 83 Fire Station 26 (6700 Wentworth Dr)
- 84 Fire Station 27 / EMS 11 (5401 McCarty Ln)
- 85 Fire Station 28 (2410 W Parmer Ln)
- 86 Fire Station 29 (3704 Deer Ln / 3659 Davis Ln)
- 87 Fire Station 30 / EMS 18 - Demand 6 (1021 W Braker Ln)
- 88 Fire Station 31 (5507 FM 2222)
- 89 Fire Station 32 (2804 Montebello Rd)
- 90 Fire Station 33 (9409 Bluegrass Dr)
- 91 Fire Station 34 (10041 Lake Creek Pkwy)
- 92 Fire Station 35 (5500 Burleson Rd)
- 93 Fire Station 36 / EMS 15 (400 Ralph Ablanado Dr)
- 94 Fire Station 37 (8700 W Hwy 71)
- 95 Fire Station 38 / EMS 19 (10111 Anderson Mill Rd)
- 96 Fire Station 39 / EMS 16 - DC6 (7701 River Place Blvd)
- 97 Fire Station 40 / EMS 29 - DC3 (12711 Harrisglenn Dr)
- 98 Fire Station 41 / EMS 35 (11205 Harris Branch Pkwy)
- 99 Fire Station 42 / EMS 30 (2454 Cardinal Loop)
- 100 Fire Station 43 / EMS 31 (11401 Escarpment Blvd)
- 101 Fire Station 44 / EMS Demand 5 (11612 Four Iron Dr)
- 102 Fire Station 45 / EMS 34 - DC2 (9421 Spectrum Dr)
- 103 Fire Vehicle Air Shop (2011 E 51st St)
- 104 Fleet - Fuel Station (2400 Business Center Dr)
- 105 Fleet Acquisition / CTM Wireless- RADIO (6400 Bolm Rd)
- 106 Fleet Administration (1190 Hargrave St)

- 107 Harold Court Campus (6301 Harold Ct)
- 108 Hauke House (403 E 15th St)
- 109 Health South (1215 Red River St)
- 110 Betty Dunkerley Campus - AAC & APH (7201 Levander Loop)
- 111 Vector & Rodent Control (4122 Todd Ln)
- 112 Home Depot Site (7211 N IH 35)
- 113 Kramer Lane Campus (2412 Kramer Ln)
- 114 Manor WIC (600 W Carrie Manor St)
- 115 Montopolis Annex (1200 Montopolis Dr)
- 116 Montopolis Neighborhood Center (1416 Montopolis Dr)
- 117 Mueller Development (3600 Manor Rd)
- 118 Municipal Building (124 W 8th St)
- 119 Municipal Court (700 E 7th St)
- 120 Municipal Court - Community Court - DACC (719 E 6th St)
- 121 Neighborhood Housing - Street Jones Building (1000 E 11th St)
- 122 Northeast WIC (7112 Ed Bluestein Blvd)
- 123 Northwest WIC (8701 Research Blvd)
- 124 Austin Public (1143 Northwestern Ave)
- 125 Parking Enforcement / Constr. Insp. (1111 Rio Grande St)
- 126 Public Safety Training Campus (4800 Shaw Ln)
- 127 Public Works Project Management (105 W Riverside Dr)
- 128 Public Works South District Bldg A and Service Yard (4411-A Meinardus Dr)
- 129 Public Works Street & Bridge Central District (VACANT)(3511 Manor Rd)
- 130 Rebekah Baines Johnson Center - RBJ (15 Waller St)
- 131 Rosewood Zaragosa Neighborhood Center (2800 Webberville Rd)
- 132 Rutherford Lane Campus - RLC (1520 Rutherford Ln)
- 133 Salamander Conservation Center (301 Nature Center Dr)
- 134 Service Center 5 (714 E 8th St)
- 135 Service Center 6 (1182 Hargrave St)
- 136 Sign Shop / ATD - Signs & Markings (400 Jessie St)
- 137 South Austin Neighborhood Center (2508 Durwood St)
- 138 St. Elmo/Service Center 8 (4411-D Meinardus Dr)
- 139 St. Johns Community Center (7500 Blessing Ave)
- 140 St. Johns Nbhd Annex - Black Clinic Bldg (928 Blackson Ave)
- 141 Technicenter (4201 Ed Bluestein Blvd)
- 142 Urban Transportation (1501 Toomey Rd)



2/12/18



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
P. O. BOX 12847 AUSTIN, TX 78711-2847
1-877-542-2474
For the hearing impaired: (1-800-735-2989)
TDD (1-800-735-2988) VOICE

www.tda.state.tx.us

SPCS BUSINESS LICENSE

This is to certify that the business listed below has met the licensing requirements of Texas Occupations Code, Chapter 1951 and is authorized to engage in the business of Structural Pest Control.

TEXAS BIRD SERVICES

1110 W HARRIS RD #124
ARLINGTON TX 76001

TDA TPCL No. : 0570484

SPCB TPCL : 13494

Issue Date : 07/31/2017

Expiration Date : 07/31/2018



www.TexasBirdServices.com

Experience:

1) ~City of / Centro San Antonio: Downtown PID.

Trap and Relocate pigeons in all of downtown San Antonio (PID) for **over 3 consecutive years and on-going**. Technicians set up a live-catch cage(s) on the roof or an area close to the populations where people do not frequent. This will be somewhat hidden from the public. A sign will be on the cage alerting people to stay away, that the birds are being fed, and are being humanely relocated. The technician closes the cage on a Monday and start trapping. The cage is serviced on Wednesday, birds removed, bait and water replenished, cage re-set. The same will be done on Friday, but the cage will be left open for the weekend so that birds may come & go again. This open and close method increases trapping numbers. Birds that are removed are tagged on their talons, and relocated at least 60 miles away with food and water. Most urban pigeons do not have homing abilities and will simply find the nearest shelter in their new area; only about 5% will return. If any do return they will be relocated a 2nd time. Traps are routinely moved for better property-wide success, and to clean the areas under the traps.

Migratory bird and nest removal ongoing for over 7 consecutive years. We currently use Two to Seven local Technicians (depending on the season) and a dedicated Supervisor primarily use high powered, Class IIIb Avian Lasers specifically designed for bird abatement. These lasers allow for quick and long range abatement without harming the birds. Unlike generic laser pointers or audio and visual deterrents, these lasers make it improbable for birds to adapt to the lasers. Technicians are trained in the safe and effective use of these tools and deploy them using years of experience and skill, as well as proprietary methods of laser abatement. When necessary, technician's may also use impact devices, extension poles, or slapsticks to wake up the birds and harass them after they settle in the trees, and/or to help with smaller birds such as cowbirds or sparrows. These services are usually performed at dusk each evening, and early morning during peak migration months.

2) ~American Airlines: All 5 north Texas Hangars at DFW Airport. Trap & Relocate pigeon program for **6 consecutive years**. Exclusion Netting also.

Trap and Relocate pigeons in All 5 north Texas Hangars at DFW Airport. Technicians set up live-catch cage(s) on the roof or an area close to the populations where people do not frequent. This will be somewhat hidden from the public. A sign will be on the cage alerting people to stay away, that the birds are being fed, and are being humanely relocated. The technician closes the cage on a Monday and start trapping. The cage is serviced on Wednesday, birds removed, bait and water replenished, cage re-set. The same will be done on Friday, but the cage will be left open for the weekend so that birds may come & go again. This open and close method increases trapping numbers. Birds that are removed are tagged on their talons, and relocated at least 60 miles away with food and water. Most urban pigeons do not have homing abilities and will simply find the nearest shelter in their new area; only about 5% will return. If any do return they will be relocated a 2nd time. Traps are routinely moved for better property-wide success, and to clean the areas under the traps.

NEXT PAGE



- 3) ~**City of Austin:** Convention Center, Palmer Events Center, All Garages.
Trap & Relocate pigeon program for over **8 consecutive years**. Exclusion netting. Bat Abatement. Spike and Spring-Wire exclusion. Bird Buffer services.
- 4) ~**Samsung Austin:** 300+ Acre property. Migratory bird removal, pigeon trapping, exclusion netting, animal trapping for **on-going 3 consecutive years**.
Trap and Relocate pigeons for entire campus. Technicians set up a live-catch cage(s) on the roof or an area close to the populations where people do not frequent. This will be somewhat hidden from the public. A sign will be on the cage alerting people to stay away, that the birds are being fed, and are being humanely relocated. The technician closes the cage on a Monday and start trapping. The cage is serviced on Wednesday, birds removed, bait and water replenished, cage re-set. The same will be done on Friday, but the cage will be left open for the weekend so that birds may come & go again. This open and close method increases trapping numbers. Birds that are removed are tagged on their talons, and relocated at least 60 miles away with food and water. Most urban pigeons do not have homing abilities and will simply find the nearest shelter in their new area; only about 5% will return. If any do return they will be relocated a 2nd time. Traps are routinely moved for better property-wide success, and to clean the areas under the traps.

Migratory bird and nest removal ongoing for over 3 consecutive years. We currently use Two to Five local Technicians (depending on the season) and a dedicated Supervisor primarily use high powered, Class IIIb Avian Lasers specifically designed for bird abatement. These lasers allow for quick and long range abatement without harming the birds. Unlike generic laser pointers or audio and visual deterrents, these lasers make it improbable for birds to adapt to the lasers. Technicians are trained in the safe and effective use of these tools and deploy them using years of experience and skill, as well as proprietary methods of laser abatement. When necessary, technician's may also use impact devices, extension poles, or slapsticks to wake up the birds and harass them after they settle in the trees, and/or to help with smaller birds such as cowbirds or sparrows. These services are usually performed at dusk each evening, and early morning during peak migration months.



Company's Name: Downtown Austin Alliance (ATX D/Town PID)
Name and Title of Contact: Bill Brice – Director of Safety and Maintenance
Project Name: Migratory Bird and Nest Removal ongoing for 9 Consecutive Years
Present Address: 211 E. 7th St. #818
City, State, Zip Code: Austin TX 78701
Telephone Number: (512) 469.1766 Fax Number: (512) 477-7456
Email Address: bbrice@downtownaustin.com

Company's Name: Centro San Antonio (SATX D/Town PID)
Name and Title of Contact: Kristin Atkins – Director of Public Improvement District
Project Name: Migratory Bird, Nest Removal and Citywide Pigeon Trapping ongoing for over 3 Consecutive Years
Present Address: 110 Broadway St. #230
City, State, Zip Code: San Antonio TX 78205
Telephone Number: (210) 454.6902 Fax Number: (210) 225.1569
Email Address: katkins@downtownsa.org

Company's Name: Samsung Austin
Name and Title of Contact: Andy Rodriguez - Project Manager
Project Name: Migratory Bird, Nest Removal and Pigeon Trapping ongoing for over 3 Consecutive Years
Present Address: 12100 Samsung Blvd
City, State, Zip Code: Austin TX 78701
Telephone Number: (512) 965.5699
Email Address: a1.rodriguez@samsung.com

If more information is needed, or more references are desired, please let us know.
~Thank you.

COMMITMENT AND LOCAL SUPPORT

We take our commitment to your service very serious. Our technicians are highly trained local residents. We believe that having the technician's "Chain of Command" local, gives our client extra levels of Service and Support. It also shortens any emergency or "code red" response times.

Proposal Given By: Arri Davis

License Number: 0570484

***Highly Insured, Bonded, State Certified, Licensed and Regulated by the TX Dept. of Agriculture Structural Pest Control
Service - P.O. Box 12847 Austin, TX, 78711***

Corporate Office: * 4621 S. Cooper, Suite 131-211, Arlington, TX, 76017 * Ph: 888-839-2473 * Fax 817-467-0725

Enough is Enough...



www.TexasBirdServices.com

...Time to Get Tough

~ PROBLEM SOLVERS ~

Texas Bird Services is the largest provider of Bird & Bat services in Texas:

Providing professional abatement services for over 25 years, we have tremendous experience solving **any** Bird or Bat problem. We deliver **affordable, discreet, and humane** Bird & Bat abatement and prevention services throughout Texas & in numerous other states. No other firm offers as many humane options to choose from that meets your needs *and* budget. No other company pays closer **attention to details** that will be the difference between control and *complete* abatement. **Texas Bird Services guarantees results.**

We specialize in both large or small Bird & Bat abatement & exclusion projects, as well as designing, implementing, and maintaining bird abatement & population management & prevention programs for large campuses and municipalities.

~Clients that Trust Texas Bird:

American Airlines
Bell Helicopter
Frito Lay
United Airlines
City of Fort Worth / Downtown Fort Worth Inc
City of Colleyville, TX
City of Austin / Downtown Austin Alliance
City of San Antonio / Centro San Antonio
City of Houston / Dept. of Health
City of Galveston / Parks Dept
DFW Intl. Airport
Dallas Area Rapid Transit /DART
TX Dept of Trans. / TXDOT
University of Texas / UT
Dyess Air Force Base - Abilene
Vance A.F. Base - Oklahoma
Basin Electric Power Plant – Wyoming
Mountain Home A.F. Base – Idaho
US Border Patrol
Comanche Peak Nuclear Power Plant
South Texas Nuclear Power Plant
Central Parking / Standard Parking
Four Seasons Hotels & Resorts
Republic Services / Landfills
Lackland A.F. Base – San Antonio
Hilton Hotels
Triumph Aerospace
Dept. of Homeland Security, New Mexico
AT&T
Samsung
Texas Parks & Wildlife
NRG Power Plant, Pennsylvania

... as well as many Retailers, Builders, Contractors, Hospitals, Parking Garages, Office Towers, Warehouses, etc.

~Service Options / Tools Include:

Custom Bird Netting / Net-Screens
Trap & Relocate / Monitored Release
Bait and Disperse
Avian Laser Dispersal (Trees)
Custom Sign Exclusion
Deterrent Track (L.V.)
Bat Abatement, Exclusion, & Prevention
Licensed Falconry / Live Predator
Deterrent Spikes – All Sizes / Types
Deterrent Gels
Deterrent Spring Wire
Custom Exclusion Services
Tree Netting
Warehouse & Retail Takedown
Deterrent Slopes / Ramps
Humane Manual Takedown
Avian Birth/Hatch-Control Baiting
Complete Clean-Up & Power Wash
Repair / Restore previous exclusions
Avian Tree Fogging
Airport Management
Filing & Fulfilling Depredation Permits
Consultation / Presentations
Specification / Drawing Origination
Long-Term Technician Assignment
Temporary Technician Assignment
Industrial Facility/Property Preservation
Vermin Animal Trapping / Removal
Snake and Predator Removal

Compliant: OSHA, MSHA, ISO, LEED, TDA/SPCS, USFW, TP&W; NWCOA Certified, Aerial Lift Certified

~ Usually 20 - 30% less in cost than other qualified contractors due to our experience & efficiency ~

Call us at **(888)TEX-BIRD (839-2473) or visit:**

www.TexasBirdServices.com or email: sales@texasbirdservices.com

Bonded, Highly Insured, Licensed & Regulated by Texas Department of Agriculture
P.O. Box 12847 Austin, TX, 78711-2847 (866) 918-4481 Fax (888) 232-2567

PPC/TBS – A Texas Corporation: * 4621 S. Cooper, Suite 131-211, Arlington, TX, 76017 * 888-839-2473 * Fax 817-467-0725

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Marian Moore / 512-974-2062	PM Name/Phone	
Sponsor/User Dept.	Convention Center	Sponsor Name/Phone	Kelly Jones / 512-404-4351
Solicitation No	IFB 8200 MMO0126	Project Name	Bird Control Services
Contract Amount	\$85,000 annually for up to 5 years	Ad Date (if applicable)	January 29, 2018
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
This request is for a contract to provide bird control services and bat removal services for the Austin Convention Center and Palmer Events Center as well as on-call services for other City facilities. Only certain sensitive control and removal techniques are allowed			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Recently solicited as RFP MMO0305 which was cancelled - no goals were established. Previous contract for services was issued from IFB CRR0206 - no goals were established and no subcontractors were utilized.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
91059 - 100%			
Marian Moore		1/10/2018	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	1/11/2018	Date Assigned to BDC	1/11/2018
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	

GOAL DETERMINATION REQUEST FORM

☐ Exempt from MBE/WBE Procurement Program

☒ No Goals

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input checked="" type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

No certified firms available

Subcontracting Opportunities Identified

None

Cynthia Van Maanen

SMBR Staff

Signature/ Date

SMBR Director or Designee

Date

Returned to/ Date: